



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

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November 21, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO
DENTAL SERVICES AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached Amendment No. 1, substantially similar to Exhibit I, to Agreement No. 73481 with Sullivan and Urban Dental Management Firm for the continued provision of Proposition A (Prop A) dental services at Long Beach Comprehensive Health Center (LBCHC) and Agreement Nos. 73479, 73480, and 73482 with Roger P. Fieldman, DDS, Inc. for the continued provision of Prop A dental services at Edward R. Roybal Comprehensive Health Center (ERRCHC), El Monte Comprehensive Health Center (EMCHC), and Hubert H. Humphrey Comprehensive Health Center (HHHCHC), to extend the term for a period up to six months from January 1, 2007 through June 30, 2007 on a month-to-month basis, at an estimated cost of \$1,104,643.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Approval of the recommended action will authorize the Director of Health Services, or his designee, to extend the term of the agreements with Sullivan and Urban Dental Management Firm and Roger P. Fieldman, DDS, Inc. for the continued provision of Prop A dental services at LBCHC, ERRCHC, EMCHC, and HHHCHC while the Department of Health Services (DHS or Department) completes a Request for Proposals (RFP) process. The current Agreements provide Prop A dental services and expire on December 31, 2006.

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FISCAL IMPACT/FINANCING:

The total estimated cost for the six-month extension from January 1, 2007 through June 30, 2007 is \$1,104,643 for all agreements, which includes \$160,000 with Sullivan and Urban Dental Management Firm for LBCHC and \$944,643 with Roger P. Fieldman, DDS, Inc. (\$319,487 for ERRCHC; \$305,669 for EMCHC; and \$319,487 for HHHCHC.)

Funding is included in the DHS Fiscal Year 2006-2007 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 26, 2001, as a result of a Request for Proposals in 2000, the Board approved Agreement No. 73481 with Sullivan and Urban Dental Management Firm for LBCHC and Agreement Nos. 73479, 73480, and 73482 with Roger P. Fieldman, DDS, Inc. for ERRCHC, EMCHC, and HHHCHC for Prop A dental services effective July 1, 2001 through June 30, 2002, with four one-year automatic renewals through June 30, 2006.

In addition, on June 17, 2003 the Board approved an agreement with LBCHC for non-Prop A (HIV/AIDS) dental services. This agreement does not expire until June 30, 2007 and HIV/AIDS services is included in the RFP released on October 19, 2006.

Delegated authority was used to extend the existing Prop A agreements from July 1, 2006 through December 31, 2006. Approval of Amendment No. 1 will allow DHS time to complete the RFP process.

Contract monitoring functions will continue to be performed by administrative staff at ERRCHC, EMCHC, HHHCHC and at Harbor-UCLA Medical Center for LBCHC.

Attachment A provides additional information.

County Counsel has approved the amendment as to form.

The Contractor is in compliance with all Board mandated provisions.

CONTRACTING PROCESS:

The multiple facility RFP for the County's Prop A dental services and the non-Prop A HIV/AIDS dental services component at LBCHC was released on October 19, 2006.

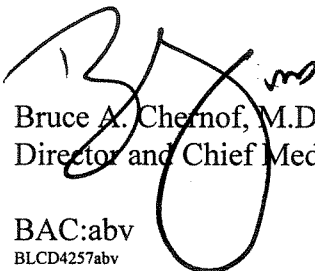
The Honorable Board of Supervisors
November 21, 2006
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended amendments will ensure the continued provision of Prop A dental services at ERRCHC, EMCHC, HHHCHC, and LBCHC.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:abv
BLCD4257abv

Attachment (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Prop A dental services at ERRCHC, EMCHC, HHHCHC, and LBCHC.

2. AGENCY ADDRESS AND CONTRACT PERSONS:

Sullivan and Urban Dental Management Firm
11116 Rives Avenue
Downey, CA 90241
Attention: Michael Sullivan, DDS
Telephone: (562) 862-4892

Roger P. Fieldman, DDS, Inc.
130 South Alvarado Street
Los Angeles, CA 90057
Attention: Roger P. Fieldman, DDS, President
Telephone: (213) 484-9660
E-mail: RFIELDMAN@LAHRDC.COM

3. TERM:

The term of Amendment No. 1 to Agreement Nos. 73479, 73480, 73481, and 73482 is January 1, 2007 through June 30, 2007, on a month-to-month basis.

4. FINANCIAL INFORMATION:

The total estimated cost for the six-month extension from January 1, 2007 through June 30, 2007 is \$1,104,643 for all agreements, which includes \$160,000 with Sullivan and Urban Dental Management Firm for LBCHC and \$944,643 with Roger P. Fieldman, DDS, Inc. (\$319,487 for ERRCHC; \$305,669 for EMCHC; and \$319,487 for HHHCHC.)

Funding is included in the DHS Fiscal Year 2006-2007 Final Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide

6. ACCOUNTABILITY FOR PROGRAMS:

Miguel Ortiz-Marroquin, Chief Information Officer
Harbor-UCLA Medical Center for
Long Beach Comprehensive Health Center
(310) 222-2104

Harry Furuya, Administrator
Edward R. Roybal Comprehensive Health Center
(323) 780-2214

Hugo Almeida, Administrator
El Monte Comprehensive Health Center
(626) 579-8304

Floretta Taylor, Administrator
Hubert H. Humphrey Comprehensive Health Center
(323) 846-4122

7. APPROVALS:

Harbor-UCLA Medical Center: Tecla Mickoseff, CEO

Contracts and Grants: Cara O'Neill, Chief

County Counsel (approval as to form): Maya Lee

EXHIBIT I

Contract No. _____

DENTAL SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "DENTAL SERVICES AGREEMENT", between County and
Contractor, dated June 26, 2001, and further identified as County
Agreement No. _____ (all hereafter referred to as
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on
January 1, 2007.

2. The first paragraph of Paragraph 1, TERM, of the Agreement shall be revised to read as follows:

"1. TERM:

A. The term of this Agreement shall commence on July 1, 2001 and shall continue in full force and effect to and including December 31, 2006. Effective January 1, 2007, this Agreement is thereafter extended on a month-to-month basis, for a period not to exceed six months, through June 30, 2007."

3. That Subparagraph C of Paragraph 1, TERM of the Agreement shall be deleted in its entirety and shall be replaced with a new Subparagraph C to read as follows:

"C. During the extension period, January 1, 2007 through June 30, 2007, County shall compensate Contractor for services provided to County, according to the same payment provisions and monthly charge ("Basic Monthly Charge") for services provided per calendar month, as set forth in Exhibit B (Billing and Payment) of this Agreement."

4. That Paragraph 22, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of the Agreement shall be revised to read as follows:

"22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the

prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

5. That Paragraph 64, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement shall be revised to read as follows:

"64. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business with only responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance

of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed

decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the

request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to Subcontractors of County Contractors."

6. That Paragraph 67, COMPLIANCE WITH JURY SERVICE PROGRAM, be added to the Agreement as follows:

"67. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

C. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-

standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

D. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues

to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

E. Contractor's violation of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

7. That Paragraph 68, SAFELY SURRENDERED BABY LAW, be added to the Agreement as follows:

"68. SAFELY SURRENDERED BABY LAW:

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law:
Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. See Exhibit J herein. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the

subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notices to Employees Regarding the Safely Surrendered Baby Law:

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by it duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Senior Associate County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

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